



**CITY OF MARTINSVILLE REQUEST FOR
SEALED PROPOSAL
Demolition of Buildings at 201 and 209 Aaron
Street September 17, 2020**

INFORMATION FOR BIDDERS:

Sealed Proposals are accepted until 2:00 p.m. on Thursday September 17, 2020 by the City of Martinsville for the following items listed in the bid. Sealed Proposals will be received in the office of the Purchasing Manager, Zach Morris, Martinsville, Virginia 24114. Proposals may be sent by FedEx, UPS, postal mail, or hand delivered to the City of Martinsville Central Warehouse, 990 Fishel Street, Martinsville, VA 24112-3248. Respondents should submit five (5) copies of the proposal titled, "City of Martinsville Demolition Project" to the Purchasing Manager and include the bid opening date in the lower left-hand corner of the envelope.

The Pre-Bid meeting will take place at 10 a.m. at the project site on September 03, 2020 . However, the meeting may be relocated to the conference room at the City of Martinsville Municipal Building (Room 208, 2nd floor of the Municipal Bldg.) due to potential adverse weather conditions.

It is the responsibility of the Bidder to ensure that their proposal reach the appropriate office prior to the close time on the bid. Response received after the date and closing will be considered non-responsive and will not be opened. **Bids will not be accepted via fax machine or internet e-mail.**

The City of Martinsville, Virginia, reserves the right to reject any or all bids, to purchase all or any part of the whole of items bid upon, to waive any and all informalities therein, and the award shall, if made, be made to the lowest responsive responsible bidder, taking into consideration available equipment and personnel, experience with such projects, and ability to complete the project within the required timeframe.

The City of Martinsville may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of reason why a proposal was not deemed to be the most advantageous (Section 2.2-4359D, Code of Virginia). The procurement of these services shall be in accordance with the Virginia Public Procurement Act.

Each bid shall be accompanied by a bid bond with surety satisfactory to the City or a cashier's or certified check, made payable to the Treasurer, City of Martinsville, in an amount equal to 5 percent of the total bid price. In the event of default by the bidder, the 5 percent deposit shall represent liquidated damages to the City. Performance and Payment bonds also required to be submitted with the Bid package.

Bidders shall email all questions to Mark McCaskill, Director of Community Development, City of Martinsville, VA at mmcCaskill@ci.martinsville.va.us or fax in writing to 276-403-5381. For additional questions, he can be reached at 276-403-5156 (Office Phone).

DEMOLITION SCOPE OF WORK:

The City of Martinsville is requesting proposals to: furnish all necessary services (labor, material, hauling), tools, equipment and supervision for the demolition and off-site disposal of remaining above ground structures and existing site debris, the removal and proper disposal of above ground tanks; and the salvage of equipment and building materials at the Former American Furniture Site comprising of 6.4 acres and located at 201 and 209 Aaron Street (Map #s 42 (18)00 /01A-R and 43 (02) A /01A-S) in the City of Martinsville, Virginia.

The contractor shall remove all existing above ground steam, chilled water, condensate, fuel oil, domestic water, fire water, roof drain lines, piping/insulation, valves, hydrants, PIV's, supports, pump stations (complete) and all other supporting items and system components.

Per scope of this proposed project, electrical and data/communication utilities and all other underground utilities should not to be removed from the site. However, prior to demolition, the successful bidder needs to make sure all utilities are completely disconnected.

The contractor shall remove from the site and dispose appropriately of all construction debris. Construction debris includes, but is not limited to, masonry, wall studs, floor joists, roof rafters and all other non-masonry materials.

The contractor shall be responsible for applying and obtaining an Erosion and Sediment Control permit from the City and implementing the Erosion and Sediment Control plan on site with appropriate structures and technology consistent with requirements of applicable law. An Erosion and Sediment Control plan is provided as an attachment (Appendix A) to the IFB. The contractor may choose to use this plan, or a plan prepared by the contractor, at the contractor's expense, to include in the permit application. The Contractor is also responsible for seeking and obtaining a demolition permit and other requisite permits as applicable, whether or not specifically identified in this document.

A copy of the approved erosion and sediment control plan shall always be maintained on the site. The proposed scope of work, which does not involve disturbance or removal of underground structures and slab/pad foundation, does not constitute a land disturbance project, as per the Commonwealth of Virginia's Erosion and Sediment Control and Stormwater Management regulations. Therefore, adherence to regulatory protocols as outlined in stormwater management guidelines for building demolition and/or site disturbance projects by the City, the Virginia Department of Health, the Virginia Department of Environmental Quality, or the Virginia Department of Conservation and Recreation is not required. However, if any such future work meets the definition of a land disturbance, the contractor must comply with all the above stated regulatory protocols and all other applicable laws.

If the limits of this work (land disturbing activity) exceeds 10,000 square feet, the erosion and sediment control plan and permit must be amended and submitted to the City for approval at the contractor's expense. If the land disturbing activity exceeds one acre, plan amendments must be completed to comply with the Commonwealth of Virginia's Erosion and Sediment Control and Stormwater Management regulations, and submitted to the City and the Virginia Department of Environmental Quality (DEQ) for review and approval prior to commencing the activity. This work will be at the contractor's expense.

The contractor will avoid any encroachment on neighboring properties. The contractor is solely responsible for any damages to adjoining properties or improvements caused by operations, including damage or loss to adjoining property owners or tenants, whether to buildings, property, etc.

No explosives shall be allowed in association with this demolition work.

Burning on-site is not permitted unless approved by the City and meeting all required local and state laws.

Water sprinkling and/or other measures should be taken to limit the amount of dust and dirt rising and scattering in the air.

All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

LIMITATIONS TO THE DEMOLITION SCOPE OF WORK

The following structures must not be disturbed during the execution of demolition process:

- Existing slab/pad foundation at the site
- Any underground storage tanks, underground electrical/communication utility, water and or sewer connections
- Portion of the building that may be potentially serving as a structural retaining wall to the railroad embankment, which runs parallel to the site
- Trees
- Electrical poles or any other above ground utility lines/connections

- Subsurface Stream Conduit, which runs through the site; refer to Figure 1 of the IFB and the Erosion and Sediment Control and Demolition Plan in Appendix A.

ENVIRONMENTAL FINDINGS SUMMARY AND SCOPE OF WORK:

The 2018 Phase I and a limited 2019 Phase II Environmental Site Assessments (ESA) of the project site revealed the following observations: Three large transformers potentially containing PCBs are present on the property. A formal asbestos (ACM) and lead based paint survey has not been completed; however, some ACM testing has been completed. ACM sample results and a sample location map are provided as an attachment in Appendix B. One 55-gallon drum of unknown contents is present on the property. Volatile Organic Contaminants in soil, including concentrations exceeding residential and/or industrial regional screening levels was observed in the central area of the site. A total of three above ground storage tanks (ASTs) were observed on the property. No evidence of underground storage tanks (USTs) were observed on the property; however, historical records indicate that nine (9) underground storage tanks were located on the subject property. Reportedly, five were removed from the ground, two 3,000-gallon tanks were closed in ground, one 1,000-gallon tank closed in ground, and one 1,000-gallon tank permanently out of use. All areas of the facility were not observed or sampled during the Phase I and Phase II ESAs or the ACM survey due to safety concerns or inadequate access; therefore, additional environmental concerns may be present.

Contractor shall be careful not to track contaminated soils off-site and not to spread soils from contaminated areas to non-contaminated areas within the site via equipment. See Figure 1 for detail of area of special concern.

The contractor shall remove and dispose of identified and unidentified above ground storage tanks (ASTs) associated with demolished buildings utilizing mandated environmental abatement procedures as required by Local, State, and Federal regulations. Contractor shall pump, containerize, haul and legally dispose of any contaminated water/wastewater within ASTs encountered at the site. The Contractor shall obtain the required permits prior to any work performed. All permits are obtained at the Contractor's expense. All disposal fees are at the Contractor's expense.

Copies of the Phase I ESA and Phase II ESA reports are enclosed in the Appendices section (Appendix C and Appendix D) of this IFB document.

ASBESTOS ABATEMENT SCOPE OF WORK:

A copy of a November 26, 2018 Limited NEHSAP Asbestos Survey completed by The EI Group, Inc., for this proposed demolition site has been attached in Appendix B. This document represents the Owner's best estimate of the extent and presence of asbestos-containing material (ACM) to be removed during this project. Quantities are not a part of the contract. The Contractor is responsible

for actual quantities for formulation of their Bid. It is the responsibility of the Contractor to determine the precise linear footage, number of mudded fittings, square footage of ACM, etc., for bidding purposes. No extra compensation will be allowed.

Bidders shall inform themselves of the conditions under which the work is to be performed at the worksite and all obstacles which may be encountered during the work. Bidders shall also inform themselves of all other relevant matters concerning the work to be performed, and, the bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which the bidder might have fully informed themselves, but failed to do so prior to bidding.

It is understood that the bid provided will cover all abatement activities and expenses necessary to complete this project. Therefore, the bid shall include all charges for mobilization, labor, materials, ACM removal/disposal expenses, reimbursables, insurance, etc., as needed to complete this project.

The selected contractor shall be licensed in Virginia for asbestos remediation and shall be required to submit an Asbestos Abatement Control (AAC) plan to the City for review and approval prior to start of work on the proposed demolition project. The AAC plan must be approved by the City before the selected contractor can commence work on the proposed demolition project. The AAC plan shall meet the following regulatory requirements as stated below:

- a) 29 CFR 1926.1101: Title: Asbestos; Part Title: Safety and health Regulations for Construction; Subpart Title: Toxic and Hazardous substances
- b) 29 CFR 1910.134: Title: Respiratory Protection; Part Title: Occupational; Safety and Health Standards; Subpart Title: Personal Protective Equipment
- c) 40 CFR 61 Subpart M: National Emission Standard for Asbestos
- d) 29 CFR 1926.62: Title: Lead; Part Title: Safety and Health regulations for Construction
- e) 40 CFR Part 763 AHERA: Asbestos Laws and Regulations. It consists of laws and regulations pertaining to asbestos implemented by EPA and certain other federal agencies.

All required engineering controls, negative pressure containments, critical barriers, critical and curtained openings, negative air machines, splash guards, decontamination units, signs, postings, etc. shall be in place and operational prior to potential or actual disturbance of any ACM and remain intact, in place and operational until final air clearance is achieved.

To ensure the best coordination between demolition and environmental abatement activities, it is strongly preferred that companies proposing to do the demolition work have an in-house environmental abatement capability or propose to use a sub-contractor with whom the demolition contractor has worked previously on similar demolition projects.

Federal, State, and Local laws and regulations always supersede any contradictory information in the scope of work or specifications. The scope of work and bid requirements supersedes the specifications.

STRUCTURAL ASSESSMENT SCOPE OF WORK :

A copy of the structural assessment work previously conducted at this site is attached in Appendix E of the proposal. Figure 1 of this report clearly shows three sections of the building wall that potentially provide structural stability/support to the existing railroad embankment.

These building walls must not be removed during the demolition process. Also, there are some limited retaining walls independent of the building walls in the western third of the site between the building remains and the track embankment. It is highly likely that these retaining structures also provide some stability of the track embankment independent of the building walls. It is highly recommended to remove all the overgrown bushes between tracks and the walls to determine if there are any separate retaining walls between the building remains and the track. **These observed and any new retaining walls must not be removed during the demolition process as they potentially provide the required support of the train bed.** The structural integrity of the track embankment must be maintained; therefore, adequate precautionary measures should be taken during demolition process.

OPTIONAL SUBSEQUENT WORK:

Following completion of the demolition work, Draper Aden Associates will undertake the task of completing remaining portion of the Phase II ESA. Subsequent work at the site which is not included in the current scope of this demolition project include but not limited to the following:

- Removal of the pad/slab foundation
- Removal of any underground storage tanks
- Removal of nonessential electrical/communication utility lines
- Removal of any remaining hazardous substances and petroleum products (e.g., heavy metals, VOCs, semi-volatile organic compounds (SVCOs) including PAHs, pesticides, herbicides, and polychlorinated biphenyls (PCBs)
- Removal of nonessential water and sewer connections that may not be part of the proposed developmental plan for this property

BID FORM

TO: CITY OF MARTINSVILLE, VIRGINIA

The undersigned has carefully examined the *Request for Sealed Proposals for 201 and 209 Aaron Street, Martinsville, VA, including the General Notes and Special Terms and Conditions* and hereby declares to furnish demolition and asbestos abatement at the following locations in the manner prescribed in the *said document* for the following prices:

Location:

Demo & Abatement Price:

1. 201 & 209 Aaron Street

\$ _____

Bid to include bidder keeping all recyclable and or materials from jobsite. In preparing the response to this Bid, the bidder shall estimate the value of revenues from sale of salvage and subtract that amount from the cost of demolition to yield a net cost of the demolition project to the City. Contractor is responsible for all fees associated with appropriate offsite disposal of demolition debris including handling, transport and disposal fees / landfill tipping fees.

Unit Prices

The following unit prices are required to be included in the offer by the bidding contractor. The unit prices are complete, including surveying, design, labor, materials, burden, fringes, equipment, supervision, services, applicable insurance, taxes, and freight and subcontractor costs. The awarded contractor will be bound by these for the duration of the contract and the unit prices shall be used to adjust the base bid amount for changes to the scope of work.

- a) Excavate, load, haul and legally dispose of petroleum based contaminated soils. \$_____/CY.
- b) Pump, containerize, haul and legally dispose of petroleum contaminated water. \$_____/GAL.

Please also provide unit prices for the following items that are covered under the section of Optional Subsequent Work:

- a) Removal of pad . \$_____/FT².
- b) Removal of Underground Storage Tanks \$ /GAL
- c) Removal of nonessential electrical/communication utility lines \$ /FT
- d) Removal of any remaining hazardous substances and petroleum products \$
- e) Removal nonessential water and sewer connections that may not be part of the proposed developmental plan for this property \$ /FT

Please Provide:

Anticipated Start Date _____

Anticipated Length of Project _____

Anticipated Finish Date _____

The undersigned Bidder declares that he has examined the ***Request for Sealed Proposals for 201 and 209 Aaron Street, Martinsville, VA***, and has informed himself fully in regard to all the terms and conditions pertaining thereto and has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if his Bid is accepted, within thirty (30) days to enter into a contract to furnish all materials, equipment, labor and supervision necessary to complete the work in accordance with the attached ***Request for Sealed Proposals for 201 and 209 Aaron Street, Martinsville, VA***.

Firm Name: _____

Address: _____

Address: _____

Telephone: _____ **Fax:** _____

E-mail Address: _____

Authorized Signature: _____

Typed (or printed) Name/Title: _____

Date: _____

The successful bidder will be required to effect such liability insurance as will be necessary to save the City of Martinsville harmless and will be required to furnish a certificate of such insurance.

A Bidder Qualification Statement (BQS) form has been provided in Appendix F which is required to be completed and submitted with the Bid. This form will be reviewed along with

other bidder submitted materials for selection of the Bidder for this proposed demolition project.

Work included under this contract shall be completed within 90 days of bid award.!

NEGOTIATION

In the event the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within available funds. The procedures for such negotiations shall be as follows:

- a. City, Engineer, and apparent low bidder together will review the project and attempt to find mutually agreeable proposed changes that will effectively reduce the cost of the project.
- b. Apparent low bidder will present reasonably documented and substantiated proposed deductions in project cost for each potential project change, which will allow City to evaluate each proposed deduction.
- c. The parties will attempt to negotiate and sign a reasonable contract for the entire project, the price of which does not exceed available funds.

General Notes:

- 1 Contractor is responsible for providing any signage that may be needed regarding traffic control, particularly where work activities are occurring close to the public street. Contractor will coordinate with the City regarding any temporary street blockages necessary. Street blockages/signage will conform to VDOT standards.
2. Contractor will be responsible for any/all permits, licenses, and fees that might be necessary in connection with this work. The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Martinsville, Commonwealth of Virginia or any other requesting agency having jurisdiction. Contact the Commissioner of Revenue's Office at 276-403-5131 for details and instructions. Contractor shall be licensed to do work in the City of Martinsville and shall provide a copy of the insurance certificate.
3. As proof of legal disposal of demolition materials in a properly permitted landfill, weight tickets must be submitted with invoices. In order to ensure the most competitive bids, any recyclable materials on site are allowed to be taken to the appropriate recycling center in lieu of the landfill. No weight tickets or receipts are required for such disposal. Demolition materials going to the landfill are according to DEQ Regulations for Non-Putrescible Waste.
4. Contractors shall coordinate with City and other Utility providers to ensure all utilities have been disconnected prior to beginning work. Successful contractor is responsible for contacting "Miss Utility" at 1-800-552-7001 at least 48 hours (excluding weekends and holidays) prior to demolition work or digging.
5. Contractor is responsible for inspecting all properties before bid submission and becoming familiar with any/all site and/or building conditions that will impact contractor's ability to perform work requested herein. Those wishing to schedule an appointment to inspect the demolition sites may contact Mark McCaskill, Director of Community Development, City of Martinsville, VA at MMcCaskill@ci.martinsville.va.us or fax in writing to 276-403-5381. For additional questions, he can be reached at 276-403-5169 (Office Phone).
6. All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes. Construction site safety is the responsibility of the Contractor.
7. The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract.

8. The contractor will be responsible for providing all hazardous materials (HAZMAT) testing and monitoring procedures for the execution of all HAZMAT abatement and demolition work. All required federal, state and local testing and monitoring procedures will be observed for any and all hazardous materials abatement or demolition on the project. The oversight entity will be a licensed industrial hygienist and will oversee and conduct all testing and reporting operations for HAZMAT monitoring. The oversight entity will conduct inspections and monitoring to protect the public from exposure to hazardous materials. The oversight entity will verify demolition operations are in accordance to the HAZMAT design specification created by the contractor and is compliant with all applicable regulations. Any evidence of violations of the regulations will be reported immediately to the City.
9. The City was awarded grant assistance from The Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF), administered by the Virginia Resources Authority (VRA) and the Virginia Economic Development Partnership Authority (VEDP). The successful bidder will have to provide documentation of appropriate removal and disposal of hazardous materials which include but not limited to ACM, ASTs, backfill, etc., in a format which is generally used by the selected bidder for projects of such nature.
10. Prior to start of the demolition project, the City will notify Norfolk Southern (NS) Railways regarding the proposed demolition project. However, the successful Bidder must coordinate with the City and NS prior to and during the demolition project to protect the existing railroad structure adjacent to the proposed demolition site location.

SPECIAL TERMS AND CONDITIONS:

A. CONTROL OF WORK

On all questions relating to work, and the interpretation of requirements, the decision of the City of Martinsville's, VA Director of Community Development, Mark McCaskill, Director of Community Development or his authorized representative is final and binding and shall be precedent to any payment under the contract.

All work is subject to the inspection and approval of the City's Project Manager. Any work done without proper inspection will be subject to rejection. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract. The Project Manager may require the Contractor to remove from the work any employee, as the Project Manager may deem incompetent, careless or insubordinate.

Forces of the City may perform certain items of work. The Contractor shall cooperate fully in scheduling and coordinating with the Project Manager such that no delay will result in the performance of such work. If the Contractor claims that such work delays or causes additional costs, he shall make claims as provided in Work Changes.

The City may award or may have awarded contracts to others for other work not included in this project. The Contractor shall cooperate fully with such other Contractors by scheduling his own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

B. EQUAL EMPLOYMENT

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.
2. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.
3. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
4. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
6. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

C. DRUG FREE WORKPLACE

During the performance of this contract, the Contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees

2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
5. "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

D. GUARANTY

The Contractor shall guarantee that all work done under the contract shall fully comply with the requirements of the specifications and the instructions of the City of Martinsville.

E. INDEMNIFICATION

The Contractor shall indemnify, keep and save harmless the City of Martinsville, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City of Martinsville, its agents, officials and employees in consequence of the granting of this contract or which may in anyway result there from, whether or not it shall be alleged or determine that the act was caused through negligence or omission of the Contractor or his employees, or of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City of Martinsville in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection, if required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Martinsville, its agents, officials, and employees as herein provided. The Contractor shall have charge and control of the entire work until its completion and acceptance by the City.

1. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City of Martinsville.
2. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
3. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes.

F. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City of Martinsville; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

1. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
2. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Martinsville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000

per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

- Comprehensive
- Premises – Operation
- Products/Completed Operations Hazard
- Contractual Insurance
- Explosion & Collapse Hazard
- Independent Contractor and Subcontractor
- Broad Form Property Damage
- Personal Injury
- Builders Risk

3. Automobile liability insurance minimum combined single limits of \$1, 000,000 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

- Owned Vehicles
- Non-owned Vehicles
- Hired Vehicles

4. Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverages herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.
5. Asbestos Liability Insurance shall be True Occurrence, not Claims Made. The insurance shall cover all asbestos liability aspects of the abatement project, including the project site, and the transportation of asbestos waste and unloading operations at the waste disposal site. Additionally, coverage shall include all costs of the cleanup of any releases to the environment of any asbestos containing materials during the abatement and transportation for disposal. Such coverage shall have limits of no less than \$2,000,000 per occurrence and \$5,000,000 per project aggregate

All policies shall name the City of Martinsville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

G. LIMITATIONS OF WORK AREA

The Contractor shall be limited to a specific area for storage of equipment, supplies, and building materials. This area shall be designated by the City and established during the Pre-construction conference.

Parking area for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require his personnel to park in this designated area and not any area which may interfere with the normal operations in and around the construction area or with access and use of the facility by the City.

H. PERFORMANCE

In case of default by the Contractor, the City of Martinsville may procure the commodity or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

I. SUBCONTRACTS

No proposed subcontractor shall be disapproved by the City of Martinsville except for cause.

The Contractor shall be as fully responsible to the City of Martinsville for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

J. SUSPENSION OF WORK

The work may be suspended by the City of Martinsville when deemed in the best interest of the City.

K. TERMINATION

1. This contract will not be awarded to any vendor who has had a previous contract with the City of Martinsville terminated for substantial non-compliance within the last three (3) years.
2. If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to

insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry out the work in an acceptable manner, the City shall give notice in writing to the Contractor of such failure, delay, neglect, refusal, or default, specifying the same and if the contractor, within a period of seven days after such notice, shall not proceed in accordance therewith, then the City Manager acting for and on behalf of the City shall, upon receipt of a written certificate from the Engineer of the fact of such failure, delay, neglect, refusal, or default and of failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City Manager at this option may withhold full or partial payment to the vendor until completion of the work in accordance with the terms of this contract or may have the City take over the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own employees or may enter into a new contract for the completion of the work, or may use such other methods as in the opinion of the City Manager shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this contract.

In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims of liens thereon which may have been filed with the City or any prior assignment filed with it. In case such expense shall exceed the sum, which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay the City the amount of such excess.

L. WORK CHANGES

The City of Martinsville without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$10,000, whichever is greater. All such changes in the work shall be authorized by change order and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.

M. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

City of Martinsville government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, City of Martinsville, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

N. ASSIGNMENT OF CONTRACT

The successful Bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

O. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Martinsville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the City of Martinsville, relating to the particular goods or services purchased or acquired by the City of Martinsville under said contract.

P. QUALIFICATIONS OF BIDDERS

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services and the Bidder shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The City further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

Q. NONDISCRIMINATION OF CONTRACTORS

A proposal, Bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the proposal or Bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

R. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for (30) days. At the end of the (30) days the proposal may be withdrawn at the written request of the proposal. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

S. TESTING AND INSPECTION

The City of Martinsville reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

T. PROMPT PAYMENT ACT

Any contract awarded as a result of this Invitation to Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

U. PAYMENT TO SUBCONTRACTORS:

1. A bidder awarded a contract under this solicitation is hereby obligated:
2. To pay the subcontractor(s) within thirty (30) days of the bidder's receipt of payment from the City of Martinsville for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
3. To notify the agency and the subcontractor(s), in writing, of the bidder's intention to withhold payment and the reason.
4. The bidder is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the bidder that remain unpaid thirty (30) days following receipt of payment from the City of Martinsville, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A bidder's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Martinsville.

V. COSTS FOR BID PREPARATION

Any costs incurred by bidders in preparing or submitting bids are the bidder's sole responsibility; the City will not reimburse any bidder for any costs incurred as a result of the preparation of this Invitation to Bid.

W. CANCELLATION OF THE CONTRACT

The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

X. CONTRACT TERM

The Bidder whose Bid is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this

Invitation to Bid. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated the City of Martinsville. Part of the consideration will be the capability of the Bidder to immediately begin work and meet the proposed timetable above. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Invitation to Bid, and to reject any and all bids in total or by components. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

Y. BID, PERFORMANCE AND PAYMENT BONDS

Successful contractor agrees to provide a Bid bond, Performance bond and a Payment bond (Appendix G) for any contract signed which exceeds \$50,000.

Z. DEBARMENT STATUS

By submitting their bids/proposals, all bidders or bidders certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

AA. IMMIGRATION REFORM AND CONTROL ACT OF 1986

During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

Figure 1

Appendices

Appendix A
Erosion and Sediment Control and Demolition Plan

Appendix B
Asbestos Survey Report

Appendix C
Phase I ESA Report

Appendix D
Phase II ESA Report

Appendix E
Structural Assessment Report

Appendix F
Bidder Qualification Statement

Appendix G
City of Martinsville Bonds